**Memorandum of Agreement for Participation in VirgoLab**

**BETWEEN:**

* **The European Gravitational Observatory (EGO)**, a non-profit consortium established under Italian law, performing basic research, having its seat at Cascina (Pisa), Italy, represented by its Director (hereinafter referred to as "EGO").

**AND:**

* **(Name of Funding Agency, Research Organisation or University)**, having its registered office at (Address), represented by its (Title), (Name) (hereinafter referred to as the "(Acronym of Funding Agency)").

(Repeat the above for each funding agency: INFN, CNRS, Nikhef, FWO, and FNRS.)

**Collectively referred to hereinafter as the “Parties” and individually as “Party”.**

**WHEREAS:**

* The EGO Council has mandated the operation, maintenance, commissioning and upgrade of the Virgo interferometer as a distributed laboratory called “VirgoLab.”
* VirgoLab is organised with participation from EGO and the laboratories, institutes, and university departments involved in the Virgo Collaboration (hereinafter referred to as "Member Labs").
* The aim of VirgoLab is to ensure that the Virgo interferometer reaches sensitivities and produces observational data to be a cornerstone of the worldwide network of gravitational wave observatories.
* The "(Acronym of Funding Agency)" funds and supports research in gravitational waves and the operation of gravitational wave detectors and has an interest in participating in VirgoLab.
* The mutual benefit and the benefit for the broader scientific community resulting from the participation of the "(Acronym of Funding Agency)"in VirgoLab.
1. With this Agreement the Parties wish to set forth the terms and conditions which apply to VirgoLab and their collaboration.
* **RECOGNIZING** that financial and human resources for VirgoLab are allocated by EGO Council, national funding agencies, or research organisations to EGO or to the Member Labs.
* **NOTING** that Member Labs participating in VirgoLab are in charge of maintaining and operating the equipment they provide, as part of a collaborative effort.

**NOW, THEREFORE, the Parties agree as follows:**

**Article 1 - Purpose**

* The purpose of this Agreement is to establish an operational framework for the participation of the "(Acronym of Funding Agency)" (and its supported Member Labs) in VirgoLab for the operation, commissioning, and upgrade of the Virgo interferometer.
* This Agreement aims to define the contributions of the "(Acronym of Funding Agency)" (and its supported Member Labs) to VirgoLab in terms of human and financial resources, in accordance with the needs identified by the VirgoLab governance.

**Article 2 - Forms of Collaboration**

* The Parties shall identify and agree upon specific contributions of the "(Acronym of Funding Agency)" (and its supported Member Labs) to VirgoLab Projects (Detector Operations and Maintenance, Detector Upgrades, Detector Commissioning) and VirgoLab Technical Teams (e.g., Sensing & Actuation, Optics & Light sources, Controls & Simulations, Mechanics & Vacuum, Infrastructure, Computing & Software).
* These contributions may include the provision of personnel with necessary skills and competence, equipment, and financial resources.
* Details of specific contributions, required resources, time schedules, and management of implementing actions will be defined and agreed upon through the relevant VirgoLab governance bodies (Executive Board, Board of PIs) and documented separately in writing.
* The "(Acronym of Funding Agency)" will encourage and support the participation of its funded laboratories and institutes (Member Labs) in VirgoLab activities, in line with the procedures defined in the "VirgoLab organisation proposal". version dated [xxx] as may be updated from time to time by decision of the EGO Council (?)

**Article 3 - Governance**

* The "(Acronym of Funding Agency)" acknowledges the governance structure of VirgoLab as defined by the EGO Council, including the Executive Board (EB), Technical Committee (TC), and Board of VirgoLab PIs.
* The "(Acronym of Funding Agency)" () will participate in the Board of VirgoLab PIs according to the rules and procedures outlined in the "VirgoLab organisation proposal".
* The allocation and use of resources provided by the Member Labs supported by the "(Acronym of Funding Agency)" will be subject to the resource review process overseen by the Board of VirgoLab PIs and the EGO Council.

**Article 4 - Resources**

* The "(Acronym of Funding Agency)" will commit to providing financial and/or human resources to VirgoLab through its supported Member Labs, subject to its internal funding procedures and availability of funds and personnel.
* The specific amount and nature of the resources will be determined through discussions within the VirgoLab governance and documented in accordance with EGO procedures.
* Member Labs supported by the "(Acronym of Funding Agency)" will be responsible for maintaining and operating the equipment they contribute to VirgoLab.

**Article 5 - Personnel**

* The "(Acronym of Funding Agency)" will ensure that personnel from its supported Member Labs participating in VirgoLab have the necessary skills and competence and comply with the rules of conduct and safety in force at the host Party (EGO).
* Each Party shall be responsible for ensuring that its personnel taking part in the collaborations shall have adequate social security and third-party liability insurance.

**Article 6 - Intellectual Property**

* Each Party will remain the exclusive owner of the information, know-how, and other intellectual and industrial property rights it has generated prior to the date of entry into force of this Agreement, as well as information, know-how, and other intellectual and industrial property rights it has generated during this Agreement but outside the execution of VirgoLab activities.
* Title in intellectual property developed by personnel of Member Labs supported by the "(Acronym of Funding Agency)" in the execution of VirgoLab activities shall be vested in the respective Member Lab (or its Oversight Organisation), who shall grant a free of chargeworld-wide, irrevocable, non-sublicensable, non-transferable, non-exclusive license to EGO and other participants in VirgoLab's scientific program. for the duration of this Agreement (?) to carry out the VirgoLab activities
* Publications resulting from the activities within VirgoLab will follow the publication policy established by the VirgoLab Board of PIs.

**Article 7 - Liability**

* Except in case of gross negligence or willful misconduct, each Party shall bear its own loss and damage in connection with this Agreement.
1. Subject to article 7.1 above, each Party’s entire and aggregate liability for any and all events arising in relation to the Agreement will be limited to [insert amount or percentage of compensation/budget] per event and [insert amount or percentage of compensation/budget]per calendar year.

**Article 8 - Confidentiality**

1. "**Confidential Information**" is to be understood as any information concerning VirgoLab and any kind irrespective of whether it is provided in writing, orally, electronically, or in the form of samples, models, products or equipment etc., whether or not it is labelled as confidential or a similar nature and exchanged in any form and to which access is given by the disclosing Party to the receiving Party for the purpose of VirgoLab. The receiving Party will maintain strict secrecy with respect to Confidential Information, not disclose it to any third party, take appropriate safety measures to safeguard to the Confidential Information and will use it solely for the performance of its activities in VirgoLab. The obligation of confidentiality ends five (5) years after the termination or expiration of this Agreement. In addition, Confidential Information that qualifies as a trade secret or that the receiving Party should reasonably understand as a trade secret and which meets legal requirements to be a trade secret, shall always be kept confidential, or at least as long as it remains a trade secret.
2. The aforementioned confidentiality obligation shall not apply, if the receiving Party can proof that:
	* the Confidential Information is or becomes generally known or accessible, by means other than by breach of this Agreement;
	* the Confidential Information of the disclosing Party became known to the receiving Party, independently from this Agreement, through the receiving Party’s own research and development work, which can be proven by written records;
	* the receiving Party obtained the Confidential Information from third parties independently of this Agreement, without any breach of this confidentiality obligation;
3. Parties agree to make all reasonable efforts to ensure that the promotion trajectories of PhD candidates affiliated with VirgoLab are not hindered or delayed, regardless of any disagreements or disputes that may arise between the Parties. The Parties further commit to resolving any conflicts in a manner that prioritizes the academic and professional progress of the PhD candidates. In cases of disagreement, the Parties shall cooperate in good faith to minimize any negative impact on the PhD candidates’ work and timeline.

**Article 9 - Duration and Termination**

* This Agreement shall take effect on the date of signature by all Parties and shall remain valid forof [x] yearsthe option to extend the Agreement in case all Parties agree in writing.
* A Party may withdraw from this Agreement with written notice, subject to agreed-upon written terms for phasing out any ongoing collaborations.

**Article 10 - Final Provisions**

* Disputes arising from this Agreement shall be settled by amicable settlement. If amicable settlement appears to be not possible within 3 calendar months as of its first written referral by any of the Parties, the dispute shall be submitted to the exclusive jurisdiction of [xxx].
1. Any amendments or additions to this Agreement are only valid in case made in writing and signed by the authorised representatives of all Parties
2. This Agreement shall be exclusively governed by the law of [xxx].
3. Include article regarding subcontracting? Is a party allowed to subcontract and if yes, under which conditions?
* Except if explicitly otherwise provided in this Agreement, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Parties. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

**SIGNATURES:**

**For the European Gravitational Observatory (EGO):**

Name:

Title: Director

Date:

**For (Name of Funding Agency):**

Name:

Title: (Title)

Date:

(Repeat the signature section for each funding agency: CNRS, INFN, Nikhef, FWO, and FNRS.)

This template provides a general framework. Specific details regarding the contributions of each funding agency and their supported Member Labs would need to be elaborated in subsequent annexes or specific agreements within the VirgoLab governance structure. The "VirgoLab organisation proposal" document provides further details on the operational aspects and governance of VirgoLab that would be relevant in implementing this agreement.